

TIFFANY CHEUNG (CA SBN 211497)
TCheung@mofo.com
CHRISTIN HILL (CA SBN 247522)
CHill@mofo.com
MORRISON & FOERSTER ^{LLP}
425 Market Street
San Francisco, California 94105-2482
Telephone: 415.268.7000
Facsimile: 415.268.7522

PURVI G. PATEL (CA SBN 270702)
PPatel@mofo.com
WHITNEY O'BYRNE (CA SBN 325698)
WObyrne@mofo.com
ERIK MANUKYAN (CA SBN 340307)
EManukyan@mofo.com
EMMA BURGOON (CA SBN 348097)
EBurgoon@mofo.com
MORRISON & FOERSTER ^{LLP}
707 Wilshire Boulevard, Suite 6000
Los Angeles, California 90017-3543
Telephone: 213.892.5200
Facsimile: 213.892.5454

Attorneys for Defendant
ORACLE AMERICA, INC.

Additional counsel on next page

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MICHAEL KATZ-LACABE, ET AL.,

Plaintiffs,

v.

ORACLE AMERICA, INC., a corporation
organized under the laws of the State of
Delaware,

Defendant.

Case No. 3-22-cv-04792-RS

**DEFENDANT ORACLE
AMERICA INC.'S RESPONSE TO
PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES,
AND PLAINTIFF SERVICE AWARDS**

Judge: Hon. Richard Seeborg

Date: November 14, 2024

Time: 1:30 p.m.

Courtroom: 3

Date Action Filed: August 19, 2022

Trial Date: Not set

1 ZACHARY S. NEWMAN (NY SBN 5651518)
(Admitted *pro hac vice*)
2 ZNewman@mofo.com
MORRISON & FOERSTER LLP
3 250 West 55th Street
New York, New York 10019-9601
4 Telephone: 212.468.8000
Facsimile: 212.468.7900

5 KYLE ZIPES (CA SBN 251814)
6 Kyle.Zipes@oracle.com
NARGUES M. EDER (CA SBN 260289)
7 Nargues.M.Eder@oracle.com
ORACLE AMERICA, INC.
8 500 Oracle Parkway
Redwood Shores, California 94065
9 Telephone: 650.506.7000

10 Attorneys for Defendant
ORACLE AMERICA, INC.
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Oracle files this response to Plaintiffs’ Motion for Attorneys’ Fees, Reimbursement of
 2 Expenses, and Plaintiff Service Awards (“Mot.” or “Motion”) (ECF No. 136) to correct two
 3 factual assertions in the Motion. Oracle otherwise takes no position on Plaintiffs’ Motion.

4 **First**, Plaintiffs mischaracterize the Court’s holding on the motion to seal portions of
 5 Plaintiffs’ OARRRs. They state that the Court held the OARRRs to be “detailed dossier[s] of
 6 information about an individual that, by virtue of [their] comprehensiveness, implicate[] privacy
 7 concerns.” (Mot. at 5.) The quoted language is a summary of *Plaintiffs’* argument for sealing,
 8 not the Court’s holding. (See ECF No. 77 at 17 (“Plaintiffs’ larger point that the release of a
 9 detailed dossier of information about an individual that, by virtue of its comprehensiveness,
 10 implicates privacy concerns is compelling.”).) While the Court noted that the argument was
 11 “compelling,” it went on to state that “reasonable minds might disagree on distinguishing
 12 between which [redacted information within the OARRR] merit[s] sealing and which do[es] not.”
 13 (*Id.*) Oracle thus objects to the implication that the Court “held” that the OARRRs constitute
 14 “detailed dossiers” on an individual that violates privacy interests. To the contrary, Oracle
 15 creates OARRRs only upon consumer request pursuant to its obligations under the California
 16 Privacy Rights Act (“CPRA”).

17 **Second**, Plaintiffs repeatedly and incorrectly argue that this litigation caused Oracle to
 18 shut down its ad tech business, Oracle Advertising. (Mot. at 1 (“[T]his settlement contributed
 19 instrumentally to Oracle’s cessation of its ad tech business[.]”); 7 (“Plaintiffs believe the filing of
 20 this lawsuit contributed to [Oracle’s decision to shut down its adtech business]”); 12 (“In part due
 21 to this lawsuit, Oracle apparently recognized that its ad tech business was premised on allegedly
 22 unlawful activity and therefore not worthwhile to continue.”).) As widely reported, Oracle’s
 23 decision to exit the adtech industry was driven by falling revenues.¹ In support of their argument
 24 that this lawsuit materially contributed to shuttering Oracle Advertising, Plaintiffs’ counsel
 25 highlight that the announcement to close the business was made “just over thirty days after
 26 committing to the business practice changes in the Parties’ binding term sheet.” (Mot. at 7.) But
 27

28 ¹ See, e.g., James Hercher, *Inside the Fall of Oracle’s Advertising Business*, AdExchanger, July 1,
 2024, <https://www.adexchanger.com/marketers/inside-the-fall-of-oracles-advertising-business/>.

1 the announcement was made during a regularly scheduled quarterly earnings call and
 2 contemplated well in advance.² Moreover, Oracle vigorously disputes Plaintiff's suggestion that
 3 Oracle wound down its ad tech business because of any "recogni[tion] that its ad tech business
 4 was premised on allegedly unlawful activity." (Mot. at 12.) As set forth in the Parties'
 5 Settlement Agreement, Oracle "denies all of the allegations made in the Action and denies that it
 6 did anything unlawful or improper." (ECF No. 132-2 at 4.)

7 Oracle respectfully requests that the Court not consider the unfounded claims discussed
 8 above in considering Plaintiffs' Motion.

9
 10 Dated: September 11, 2024

MORRISON & FOERSTER LLP

11 By: /s/ Tiffany Cheung
 12 Tiffany Cheung

13 ***Attorneys for Defendant***
Oracle America, Inc.

14
15
16
17
18
19
20
21
22
23
24
25
26
 27 ² See Oracle Announces Fiscal 2024 Fourth Quarter and Fiscal Full Year Financial Results,
 28 June 11, 2024, <https://investor.oracle.com/investor-news/news-details/2024/Oracle-Announces-Fiscal-2024-Fourth-Quarter-and-Fiscal-Full-Year-Financial-Results/default.aspx>; Hercher, *supra*.